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ILLINOIS COMMERCE COMMISSION

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STATE OF ILLINOIS

ORIGINAL

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CREATIVE ENTERPRISES,)

v.)

COMMONWEALTH EDISON)
COMPANY,)

Complaint as to late charges in the amount)
of \$5,645.00 plus interest and shut off on)
February 15, 2002 at 1830 South Clinton,)
Chicago, Illinois.)

Docket No. 02-0188

CHIEF CLERK'S OFFICE

**COMMONWEALTH EDISON COMPANY'S
MOTION TO CORRECT SCRIVENER'S ERRORS
IN MARCH 21, 2002 HEARING TRANSCRIPT**

Commonwealth Edison Company ("ComEd"), by its attorneys, hereby submits its motion to correct scrivener's errors on page 6, lines 16-17, and page 7, line 20, of the transcript of the March 21, 2002 status hearing. In support of its motion, ComEd states as follows:

1. On March 5, 2002, Creative Enterprises filed its complaint at the Illinois Commerce Commission challenging \$6,915.00 in late payment charges assessed by ComEd and requesting that ComEd reinstate service to Creative Enterprises' business upon payment of the "remaining balance." (Compl., p. 2).

2. Shortly before the first status hearing in this proceeding, Creative Enterprises served on ComEd and Administrative Law Judge Hilliard a copy of Complainant's Motion to Require Commonwealth Edison Turn On Service Upon Payment Undisputed Amendment [sic] ("Motion"). A true and correct copy of the motion served on ComEd on March 19, 2002 is attached as Exhibit 1. In that Motion,

Creative Enterprises requested that ComEd re-establish service to its business upon payment of the "undisputed amount" of \$7,028.00. Creative Enterprises further stated that this amount represented the outstanding balance -- \$13,943.17 -- minus \$6,195.00 in "late fees and interest charges" which Creative Enterprises disputes. (Ex. 1, Mot. ¶¶ 2, 9).

3. Creative Enterprises' Motion was never formally filed with the Commission, but was addressed during the March 21, 2002 status hearing. A copy of the March 21, 2002 hearing transcript is attached as Exhibit 2. At the status hearing, ComEd stated that, while it maintained it was properly entitled to the entire outstanding balance, it was willing to re-establish service if Creative Enterprises paid the current outstanding balance, minus the late payment fees that were the subject of Creative Enterprises' Complaint. (Ex 2, Tr. at p. 7, lines 21-22; Tr. p. 8, lines 1-3). To that end, counsel for ComEd stated that ComEd had examined its billing records to determine the outstanding balance at the hearing date, as well as the total late payment charges. ComEd's billing records indicated that the outstanding balance, *excluding late payment charges*, was \$9,404.87. Counsel for ComEd further stated ComEd was willing to reestablish "service upon receipt of this amount, which is the outstanding balance, minus any late payment charges which would be subject to this litigation." (Ex. 2, Tr. at p. 6, lines 20-22; Tr. at p. 7, line 1).

4. The hearing transcript incorrectly captures ComEd's counsel's statement from the status hearing on page 6, lines 15-19. The transcript currently reads: "Our records indicate that the outstanding balance, including late payment charges is \$9,404.87. And that again, includes any late payment charges which I understand

Creative Enterprises is disputing.” (Ex. 2, Tr. at p. 6, lines 15-19) (emphasis added). Instead, the transcript should state that the \$9,404.87 amount excludes late payment charges.

4. Creative Enterprises’ own motion and the subsequent transcript passages confirm that the issue at the hearing was the “undisputed” amount that would have to be paid in order for service to be re-established. As Creative Enterprises’ solely disputed late payment charges, the motion and hearing focused on the outstanding balance minus the disputed amounts – specifically, the late fees charged on the account. Indeed, immediately following the erroneous transcript statement, the transcript properly reflects: “Commonwealth Edison is willing to reestablish service upon receipt of this amount, which is the outstanding balance, minus any late payment charges which would be subject to this litigation.” (Ex. 2, Tr. at p. 6, lines 20-22; Tr. at p. 7, line 1). ComEd respectfully requests that the scrivener’s error on page 6, lines 15-19 be corrected so that the words “including” and “includes” are replaced with the words “excluding” and “excludes,” respectively. Accordingly, the transcript at page 6, lines 15-19 should read as follows: “Our records indicate that the outstanding balance *excluding* late payment charges, is \$9,404.87. And that again *excludes* any late payment charges which I understand Creative Enterprises is disputing.”

5. Similarly, a scrivener’s error resulted in an error on page 7, line 20 of the transcript. The transcript currently reads: “We believe we are owed more than \$9,404.87 because we believe we are *probably* entitled to the late payment charges on the bill that Creative Enterprises received.” (Ex. 2, Tr. at p. 7, lines 18-20) (emphasis added). The word “probably” should be “properly.” Indeed, the very next sentence demonstrates

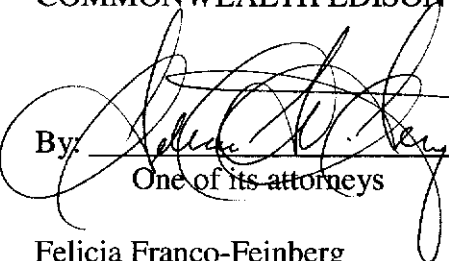
that the transcript reference to "probably" was a scrivener's error. The next sentence in the transcript reads: "However, we are willing to reestablish service for \$9,404.87 and then obviously to continue to dispute or address the late payment charges which Commonwealth Edison asserts were *properly* assessed." (Ex. 2, Tr. at p. 7, lines 21-22 and p. 8, lines 1-3) (emphasis added).

7. Accordingly, ComEd requests that the scrivener's errors in the March 21, 2002 transcript be corrected as follows: page 6 line 16 the word "including" should be replaced with the word "excluding"; page 6, line 17, the word "includes" should be replaced with the word "excludes"; and page 7, line 20 the word "probably" should be replaced with the word "properly" for the reasons stated above.

WHEREFORE, Commonwealth Edison Company respectfully requests that the scrivener's errors on pages 6 and 7 of the March 21, 2002 be corrected for the reasons stated above.

Respectfully submitted,

COMMONWEALTH EDISON COMPANY

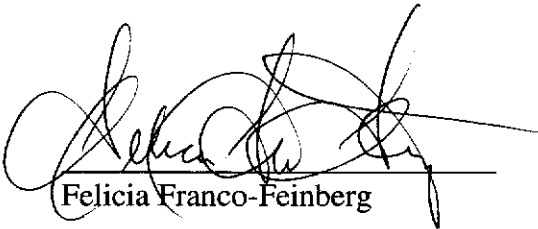
By:  _____
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CERTIFICATE OF SERVICE

I, Felicia Franco-Feinberg, an attorney, hereby certify that I served Commonwealth Edison Company's Motion to Correct Scrivener's Errors in March 21, 2002 Hearing Transcript in ICC Docket No. 02-0188 by sending a copy by facsimile and United States Mail postage pre-paid on May 10, 2002 to:

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Chicago, Illinois 60602
(312) 704-6300 - Facsimile



Felicia Franco-Feinberg